



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
CARIBBEAN ENVIRONMENTAL PROTECTION DIVISION
CITY VIEW PLAZA II, SUITE 7000
GUAYNABO, PUERTO RICO 00968-8069

0409:5

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Nassim E. Tactuk Dina
General Manager
Ferrovial Agroman, S.A.
1250 Avenida Ponce de León, Edificio San José, Suite 902
San Juan, Puerto Rico 00907

**Re: Expedited Settlement Offer
Road PR-9 Construction Project
Docket Number CWA-02-2015-3356
2012 CGP Tracking Number PRR12A316**

Dear Mr. Tactuk Dina:

Enclosed is an Expedited Settlement Offer (ESO) for the amount of **thirteen thousand seven hundred fifty dollars (\$13,750.00)**, which the United States Environmental Protection Agency (EPA) is issuing to Ferrovia Agroman, S.A. (Respondent), as a result of EPA's determination that Respondent has violated Sections 301(a) and 402(p) of the Clean Water Act (the "Act"), 33 U.S.C. §§ 1311(a) and 1342(p).

On June 19, 2014, two (2) EPA officials performed an inspection of the Road PR-9 Construction Project located in Ponce, Puerto Rico. Based on the inspection and further investigations, EPA has determined that Respondent violated the Act.

As a result of Respondent violation of the Act, EPA is authorized to proceed with an enforcement action against Respondent to assess civil penalties for the violations. Pursuant to the Act, a violator may be assessed a penalty of up to \$37,500.00 (Class I) or up to \$177,500.00 (Class II) in administrative penalty cases, or up to \$37,500 per day in judicial cases.

In an effort to reach a prompt resolution to this matter, EPA is offering to settle the specified violations of the Act under the following terms:

1. An authorized representative of Respondent agrees to the terms of settlement as specified in the enclosed "Expedited Storm Water Settlement Agreement." Specifically, Respondent must agree to the penalty specified in the agreement. Please be aware that the proposed penalty amount is lower than would normally be assessed by EPA. If Respondent does not agree to

the offered amount, EPA will issue a Complaint that could contain the maximum penalty allowed; if EPA negotiate a settlement amount, it is likely that the negotiated penalty will be higher than the one offered now in conjunction with expedited compliance and payment.

2. An authorized representative of Respondent signs and returns the enclosed "Expedited Storm Water Settlement Agreement" to EPA at the address specified in this letterhead.
3. Respondent pays the settlement penalty amount within ten (10) calendar days from the date Respondent receives notice from EPA that the agreement has been issued ("SO ORDERED") and is effective.

This offer is extended to Respondent as long as there is no environmental damage due to Respondent's violations.

This ESO is meant to quickly resolve the penalty amount for the violations of the Act. If Respondent agrees to the offer and returns the signed agreement, EPA will solicit public comments regarding this settlement, and the comments may impact the settlement. If the public comments do not impact the settlement, EPA will sign the agreement and file it with the Regional Hearing Clerk. The agreement becomes effective thirty (30) days after it is issued ("So Ordered") by EPA.

If an authorized representative of Respondent does not sign and return the Expedited Storm Water Settlement Agreement within thirty (30) calendar days from the date of this letter, EPA will assume that Respondent is rejecting the offer, and the offer will be withdrawn. EPA may then proceed with an enforcement action seeking standard penalty amounts for the violations.

EPA is enclosing the following documents to assist Respondent in its consideration of the EPA settlement offer:

1. ESO Settlement Agreement - This is the formal document that will be used to settle the penalty amount that Respondent will need to pay for the specified violations;
2. Expedited Settlement Offer (ESO) Worksheet - This is a document that specifies the violations at the Project that were identified by EPA and the amount for each violation; and
3. ESO Instruction Sheet - This document explains the terms of EPA's offer to settle the violations.

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

ESO PR-9 CWA-02-2015-3356

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.19

040915

Postmark
Here

Sent To: Nassim E. Tactuk Dina	
Street, Apt. No., or PO Box No. 1250 Ponce de Leon Avenue	
City, State, ZIP+4 San Juan, PR 00907	
PS Form 3800, August 2006	See Reverse for Instructions

2294 6988 0000 0002 TT02

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nassim E. Tactuk Dina
 General Manager
 Ferrovia Agroman, S.A.
 1250 Avenida Ponce de Leon
 Edificio San Jose Suite 902
 San Juan, PR 00907

2. Article Number

(Transfer from service label)

7011 2000 0000 8863 4677

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-13-15

- D. Is delivery address different from item 1?** ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

If you have any questions concerning the above, please contact Mr. José A. Rivera, Senior Environmental Engineer, Multimedia Permits and Compliance Branch, at (787) 977-5842, or at rivera.jose@epa.gov.

We urge your prompt attention to this matter.

Sincerely,

[Signature]
 José C. Font

Director

Caribbean Environmental Protection Division

Enclosures

1. ESO Agreement
2. ESO Worksheet
3. ESO Instructions

cc: Wanda García, EQB (w/ enclosures)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

Caribbean Environmental Protection Division
City View Plaza II, Suite 7000
48 RD. 165 Km. 1.2
Guaynabo, Puerto Rico 00968-8069

**IN THE MATTER OF FERROVIAL AGROMAN, S.A.
Docket Number CWA-02-2015-3356**

EXPEDITED SETTLEMENT AGREEMENT INSTRUCTIONS

The United States Environmental Protection Agency (EPA) has authority under Section 309 of the Clean Water Act (the "Act") to pursue civil penalties for violations of the National Pollutant Discharge Elimination System (NPDES) storm water regulations and permits. EPA encourages the expedited settlement of certain violations of storm water requirements, such as the violations cited in the Expedited Settlement Agreement (Agreement) for which these instructions are provided.

Respondent may resolve this matter quickly by:

1. signing the original Agreement; and
2. submitting your penalty payment by check with case name and docket number noted.

INSTRUCTIONS

Within THIRTY (30) CALENDAR DAYS from your receipt of the Agreement, you must send the original, signed Agreement, and a photocopy of your penalty check, via certified mail, to:

José A. Rivera
Senior Environmental Engineer
Multimedia Permits and Compliance Branch
Caribbean Environmental Protection Division
U.S. Environmental Protection Agency, Region 2
City View Plaza II, Suite 7000
48 RD. 165 Km. 1.2
Guaynabo, Puerto Rico 00968-8069.

Within TEN (10) CALENDAR DAYS from the date you receive notice from EPA that the Agreement is effective, you must send your original check with the case name and docket number noted and a copy of the Agreement, via certified mail, to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P. O. Box 979077
St. Louis, MO 63197-9000.

Please retain copies of the signed agreement and the penalty checks for your own records.

You may contact the person listed below and request an extension. EPA will consider whether to grant an extension on a case-by-case basis. If you believe that the alleged violations are without merit (and you can provide evidence contesting the allegations), you must provide such information to EPA as soon as possible but no later than THIRTY (30) CALENDAR DAYS from your receipt of the Agreement.

If you choose to sign and return the Agreement, you waive your opportunity for a hearing and to appeal pursuant to Section 309 of the Act. If you choose not to sign and return the Agreement, or contact EPA, within THIRTY (30) CALENDAR DAYS, the Agreement will be automatically withdrawn, without prejudice to EPA's ability to file an enforcement action for the violations alleged herein or any other violations. EPA may choose to pursue more formal enforcement measures to correct the violation(s) and seek penalties of up to a maximum penalty of \$37,500 per day per violation. Failure to return the Agreement within the approved time does not relieve you of the responsibility to comply fully with the Act, the NPDES regulations, and permits.

For more information or questions about this EXPEDITED SETTLEMENT AGREEMENT, please contact Mr. José A. Rivera, Senior Environmental Engineer, Multimedia Permits and Compliance Branch, Caribbean Environmental Protection Division, EPA, Region 2, at (787) 977-5842, or at rivera.jose@epa.gov.

Attachment



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 2

290 Broadway
New York, New York 10007

EXPEDITED SETTLEMENT AGREEMENT

Docket Number: CWA-02-2015-3356

Ferrovial Agroman, S.A. ("Respondent") is a "person," within the meaning of Section 502(5) of the Clean Water Act ("Act"), 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

Attached is an "Expedited Settlement Offer Deficiencies Form" ("Form"), which is incorporated by reference. By its signature, Complainant ("EPA") finds that Respondent is responsible for the deficiencies specified in the Form.

Respondent did not comply with terms and conditions of a National Pollutant Discharge Elimination System permit in violation of Sections 301 and 402 of the Act, 33 U.S.C. §§ 1311 and 1342.

EPA finds, and Respondent admits, that Respondent is subject to Sections 301(a) and 402(p) of the Act, 33 U.S.C. § 1311(a) and 1342(p), and that EPA has jurisdiction over any "person" who "discharges pollutants" from a "point source" to "waters of the United States." Respondent neither admits nor denies the deficiencies specified in the Form.

EPA is authorized to enter into this Consent Agreement and Final Order ("Agreement") under the authority vested in the Administrator of EPA by Section 309(g)(2)(A) of the Act, 33 U.S.C. § 1319(g)(2)(A), and by 40 C.F.R. § 22.13(b). The parties enter into this Agreement in order to settle the civil violation(s) alleged in this Agreement for a penalty of **\$13,750**. Respondent consents to the assessment of this penalty, and waives the right to: (1) contest the finding(s) specified in the Form; (2) a hearing pursuant to Section 309(g)(2) of the Act, 33 U.S.C. § 1319(g)(2); and (3) appeal pursuant to Section 309(g)(8), 33 U.S.C. § 1319(g)(8).

Additionally, Respondent certifies, subject to civil and criminal penalties for making a false statement to the United States Government, that any deficiencies identified in the Form have been corrected.

Respondent certifies that, within ten (10) calendar days of receiving notice from EPA that the Agreement is effective (thirty (30) calendar days from the date it is signed by the EPA Official), Respondent shall submit a bank, cashiers or certified check, with case name and docket number noted, for the amount specified above payable to the "Treasurer, United States of America," via certified mail, to:

**U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P. O. Box 979077
St. Louis, MO 63197-9000.**

A copy of the check shall be sent to the EPA address above.

This Agreement settles EPA's civil penalty claims against Respondent for the Clean Water Act violation(s) specified in this Agreement. EPA does not waive its rights to take any enforcement action against Respondent for any other past, present, or future civil or criminal violation of the Act or of any other federal statute or regulation. EPA does not waive its right to issue a compliance order for any uncorrected deficiencies or violation(s) described in the Form. EPA has determined this Agreement to be appropriate.

This Agreement is binding on the parties signing below and effective thirty (30) calendar days from the date it is signed by the Presiding Officer unless a petition to set aside the Order is filed by a commenter pursuant to Section 309(g)(4)(C) of the Act, 33 U.S.C. § 1319(g)(4)(C), and 40 C.F.R. Part 22 or upon filing with the Regional Hearing Clerk.

APPROVED BY EPA:

Date: _____
**José C. Font, Director
USEPA Region 2, Caribbean Environmental Protection Div.**

APPROVED BY RESPONDENT:

Name (print): _____

Title (print): _____

Signature: _____ **Date:** _____

[More than 40 calendar days have elapsed since the issuance of public notice pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. § 1319(g)(4)(A), and EPA has received no comments concerning this matter.]

Having determined that this Agreement is authorized by law, IT IS SO ORDERED:

Date: _____
**José C. Font, Director
USEPA Region 2, Caribbean Environmental Protection Div.**

Expedited Settlement Offer Worksheet Deficiencies Form

Consult instructions regarding eligibility criteria
and procedures prior to use

version 10.3.4



LEGAL NAME AND MAILING ADDRESS OF OPERATOR		Telephone Number	NPDES Tracking Number
1	FERROVIAL AGROMAN, S.A. (FASA) 1250 Avenida Ponce de León, Edificio San José, Suite 902 San Juan, Puerto Rico 00907	(787) 725-5505	PRR12A316
		Inspector Name:	José A. Rivera, BSCE
		Inspector Agency:	US EPA
		Entrance Interview Conducted:	Yes
		Exit Interview Conducted:	Yes
		Exit Interview given to:	Eng. Oscar Santiago - Project Manager
		Exit Interview time:	16:00 Date: 06/17/2014
LOCATION AND ADDRESS OF SITE			
2	Road PR-9 Construction Project From Road PR-123 to Road PR-132 Ponce, Puerto Rico 00733		

FACILITY DESCRIPTION / CONTACT NAMES	
	Name of Site Contact (ESO Worksheet recipient): David González, Project Director
	Name of Authorized Official (40 CFR 122.22): Nassim E. Tactuk Dina, General Manager
	Inspection Date: 06/14/14
	Start Construction Date: 11/05/12
	Estimated Completion Construction Date: 09/26/16
	If Unpermitted, Number of Months Unpermitted: 0
	Name of Receiving Water Body (Indicate whether 303(d) listed): Cañas River (not listed) / Pastillo River [303(d) listed in 2012]
	Acres Currently Disturbed Acres to be Disturbed in Whole Common Plan: 73.00 15.00
	Has Operator Requested Rainfall Erosivity or TMDL Waiver per 44 CFR 122.26(b)(15)? No

	PERMIT COVERAGE	Findings	Citation Reference**	R C A*	No. of Deficiencies	Dollar Amount	Total
3	Operator unpermitted for 1 month	Two incomplete and inaccurate NOIs were submitted for the Project (October 9, 2012 and November 28, 2012). A complete and accurate NOI was filed on 9/27/2014, following the EPA compliance compliance order issued on June 27, 2014.	CWA 301		1	\$500.00 =	\$500
4	SWPPP not prepared (If no SWPPP, leave elements 5 - 30 blank)	A FASA consultant prepared a SWPPP on 9/15/2012. The SWPPP was signed but not dated. The SWPPP did not include all the requirements established in the 2012 CGP. See EPA's inspection report, dated 7/30/2014, for EPA's findings concerning the review of the SWPPP.				\$5,000 =	\$0
5	SWPPP prepared but prepared after construction start		CGP - Part 1.4		0	\$75.00 =	\$0
6	SWPPP does not identify all potential sources of pollution to include: porta-pottys, fuel tanks, staging areas, waste containers, chemical storage areas, concrete cure, paints, solvents, etc...	See Inspection Report findings.	CGP - Part 7.2.7		1	\$250.00 =	\$250
7	SWPPP does not identify all operators for the project site and the areas of the site over which each operator has control	See Inspection Report findings (PRHTA).	CGP - Part 7.2.4		1	\$500.00 =	\$500
8	SWPPP does not have site description, as follows:						
	A Nature of activity in description		CGP - Part 7.2.2		1	\$100.00 =	\$100
	B Intended sequence of major activities		CGP - Part 7.2.5		1	\$100.00 =	\$100
	C Total disturbed acreage				0	\$100.00 =	\$0

D	General location map	See Inspection Report findings (PRHTA).		0	\$100.00	=	\$0
E	Site map		CGP - Part 7.2.6	1	\$500.00	=	\$500
F	Site map does not show drainage patterns, slopes, areas of disturbance, locations of major controls, structural practices shown, stabilization practices, offsite materials, waste, borrow or equipment storage areas, surface waters, discharge points, areas of final stabilization (count each omission under 8F as 1 violation)		CGP - Part 7.2.6	1	\$50.00	=	\$50
G	Location/description industrial activities, like concrete or asphalt batch plants		CGP - Part 7.2.6	1	\$500.00	=	\$500
9	SWPPP does not:	See Inspection Report findings.					
A	Describe all pollution control measures (e.g. BMPs)		CGP - Part 7.2.6	1	\$750.00	=	\$750

B	Describe sequence for implementation	See Inspection Report findings.	CGP - Part 7.2.5	1	\$250.00 =	\$250
C	Detail operator(s) responsible for implementation		CGP - Part 7.2.4	1	\$250.00 =	\$250
10	SWPPP does not describe interim stabilization practices	See Inspection Report findings.	CGP - Part 7.2.10	1	\$250.00 =	\$250
11	SWPPP does not describe permanent stabilization practices	See Inspection Report findings.	CGP - Part 7.2.10	1	\$250.00 =	\$250
12	SWPPP does not describe a schedule to implement stabilization practices	See Inspection Report findings.	CGP - Part 7.2.10	1	\$250.00 =	\$250
13	Following dates are not recorded: major grading activities; construction temporarily or permanently ceased; stabilization measures initiated (count each omission under 13 as 1 violation)	See Inspection Report findings.	CGP - Part 7.2.5	4	\$250.00 =	\$1,000
14	SWPPP does not have description of structural practices to divert flows from exposed soils, retain flows, or limit runoff from exposed areas	See Inspection Report findings.	CGP - Part 7	1	\$500.00 =	\$500
15	SWPPP does not have a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur AFTER construction operations have been completed			0	\$500.00 =	\$0
16	SWPPP does not describe measures to prevent discharge of solid materials to waters of the US, except as authorized by 404 permit			0	\$500.00 =	\$0
17	SWPPP does not describe measures to minimize off-site vehicle tracking and generation of dust			0	\$500.00 =	\$0
18	SWPPP does not include description of construction or waste materials expected to be stored on site w/updates re: controls used to reduce pollutants from these materials	Cut to waste piles not identified.	CGP - Part 7.2.7	1	\$250.00 =	\$250
19	SWPPP does not have description of pollutant sources from areas other than construction (asphalt or concrete plants) w/ updates re: controls to reduce pollutants from these materials	See Inspection Report findings.	CGP - Part 7.2.7	1	\$500.00 =	\$500
20	SWPPP does not identify allowable sources of non-storm water discharges listed in subpart 1.3.B of the CGP	See Inspection Report findings.	CGP - Part 7.2.8	1	\$500.00 =	\$500
21	SWPPP does not identify/ensure implementation of pollution prevention measures for non-storm water discharges			0	\$500.00 =	\$0
22	Endangered Species Act documentation is not in SWPPP			0	\$500.00 =	\$0
23	Historic Properties (Reserved)			0		\$0
24	Copy of permit and/or NOI not in SWPPP (count each omission under 24 as 1 violation)			0	\$250.00 =	\$0
25	SWPPP is not consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management plans or site permits approved by State, Tribal or local officials (e.g., MS4 requirements)			0	\$750.00 =	\$0
26	SWPPP has not been updated to remain consistent with changes applicable to protecting surface waters in State, Tribal or local erosion			0	\$250.00 =	\$0
27	Copies of inspection reports have not been retained as part of the SWPPP for 3 years from date permit coverage terminates			0	\$500.00 =	\$0
28	SWPPP has not been updated/modified to reflect change at site effecting discharge, or where inspections identify SWPPP/BMPs as ineffective, updates to SWPPP regarding modifications to BMPs not made within 7 days of such inspection (count each omission under under 28 as 1 violation)	See Inspection Report findings. November 2012 to June 2014 (20 months)		20	\$50.00 =	\$1,000
29	Copy of SWPPP not retained on site			0	\$500.00 =	\$0
	A SWPPP not made available upon request			0	\$500.00 =	\$0
30	SWPPP not signed/certified	See Inspection Report findings and comments above.		1	\$500.00 =	\$500
Subtotal SWPPP Deficiencies						\$8,750

INSPECTIONS									
31	Inspections not performed and documented either once every 7 days, or once every 14 days and within 24 hours after storm event greater than 0.5 inches or greater (not required if: temp stabilization; runoff unlikely due to winter conditions; construction during arid periods in arid areas) (Count each failure to inspect and document as one violation).	See Inspection Report findings.		7	\$250.00	=	\$1,750		
	No inspections conducted and documented (if True, then leave elements 32-39 blank)				True or False				
	Number of Inspections expected if performed every 7 days:								
	Number of Inspections expected if performed bi-weekly:								
	If known, number of days of rainfall of >0.5"								
32	Inspections not conducted by qualified personnel			0	\$50.00	=	\$0		
33	All areas disturbed by construction activity or used for storage of materials and which exposed to precipitation not inspected			0	\$50.00	=	\$0		
34	All pollution control measures not inspected to ensure proper operation			0	\$50.00	=	\$0		
35	Discharge locations are not observed and inspected			0	\$50.00	=	\$0		
36	For discharge locations that are not accessible, nearby locations are not inspected			0	\$50.00	=	\$0		
37	Entrance/exit not inspected for off-site tracking			0	\$50.00	=	\$0		
38	Site inspection report does not include: date, name and qualifications of inspector, weather information, location of sediment/pollutant discharge, BMP(s) requiring maintenance, BMP(s) that have failed, BMP(s) that are needed, corrective action required including changes/updates to SWPPP and schedule/dates (count each omission under 38 as 1 violation)				\$50.00	=			
39	Inspection reports not properly signed/certified (count each failure to sign/certify as 1 violation)			0	\$50.00	=	\$0		
							Subtotal Inspections Deficiencies	\$1,750	
AVAILABILITY OF RECORDS									
40	Sign/notice not posted			0	\$250.00	=	\$0		
A	Does not contain copy of complete NOI			0	\$50.00	=	\$0		
B	Location of SWPPP or contact person for scheduling viewing times where on-site location for SWPPP unavailable not noted on sign			0	\$50.00	=	\$0		
							Subtotal Records Deficiencies	\$0	
BEST MANAGEMENT PRACTICES									
41	No velocity dissipation devices located at discharge locations or outfall channels to ensure non-erosive flow to receiving water	See Inspection Report findings.		1	\$500.00	=	\$500		
42	Control measures are not properly:								
A	Selected, installed and maintained	See Inspection Report findings.		1	\$500.00	=	\$500		
B	Maintenance not performed prior to next anticipated storm event			1	\$250.00	=	\$250		
43	When sediment escapes the site, it is not removed at a frequency necessary to minimize off-site impacts			0	\$500.00	=	\$0		
44	Litter, construction debris, and construction chemicals exposed to storm water are not prevented from becoming a pollutant source (e.g. screening outfalls, pickup daily, etc.)			0	\$500.00	=	\$0		

45	Stabilization measures are not initiated as soon as practicable on portions of the site where construction activities have temporarily or permanently ceased within 14 days after such cessation	See Inspection Report findings.		1	\$500.00 =	\$500
	*Exceptions:					
	(a) Snow or frozen ground conditions					
	(b) Activities will be resumed within 14 days					
	(c) Arid or Semi-arid areas (<20 inches per					
46	Common Drainage of 10+ acres does not have a sedimentation basin for the 2 year, 24 hour storm, or 3600 cubic ft. storage per acre drained	See Inspection Report findings.		0	\$1,000.00 =	\$0
A	Where sedimentation basin not attainable, smaller sediment basins, sediment traps, or erosion controls not implemented for downslope boundaries			1	\$1,000.00 =	\$1,000
B	Sediment not removed from sediment basin or traps when design capacity reduced by 50% or more			0	\$500.00 =	\$0
47	Common Drainage less than 10 acres does not have sediment traps, silt fences, vegetative buffer strips, or equivalent sediment controls for all down slope boundaries (not required if sedimentation sediment basin meeting criteria in 46 above)	See Inspection Report findings.		1	\$500.00 =	\$500
A	Sediment not removed from sediment trap when design capacity reduced by 50% or more			0	\$500.00 =	\$0
					Subtotal BMP Deficiencies	\$3,250
SMALL BUSINESS EVALUATION						
48	Is the Owner/Operator a Small Business?				No	
	A <i>small business</i> is defined by EPA's Small Business Compliance Policy as: "a person, corporation, partnership, or other entity that employs 100 or fewer individuals (across all facilities and operations owned by the small business)." The number of employees should be considered as full-time equivalents on an annual basis, including contract employees (see 40 CFR 372.3). A full time employee unit is 2000 hours worked per year.					
					Total Expedited Settlement:	\$13,750
* Requires Corrective Action EPA Construction General Permit issued on February 16, 2012.						

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